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6 GARY WANG,
7 Plaintiff,
8 v.
9 EHANG HOLDINGS LIMITED, et al.,
10 Defendants.

Case No. 20-cv-00569-BLF

**ORDER RE PARTIES' TRIAL BRIEFS
ON JOINT EMPLOYER ISSUE**

[RE: ECF 161, 162]

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12 With leave of the Court, Plaintiff filed a third amended complaint adding allegations that
13 Huazhi Hu was his joint employer, and adding Hu as a defendant to Claim 3 for violations of
14 California Labor Code §§ 201 and 203. At the Jury Instruction Conference, the Court requested
15 additional briefing on a corporate officer's potential liability as a joint employer. The Court now
16 confirms that Plaintiff may proceed on his joint employer theory pursuant to the definition of
17 "employer" set forth in *Martinez v. Combs*, 49 Cal. 4th 35, 66 (2010). While *Martinez* addressed
18 a claim under California Labor Code § 1194, California courts and district courts within the Ninth
19 Circuit have applied *Martinez* to claims brought under California Labor Code § 203. *See Futrell*
20 *v. Payday California, Inc.*, 190 Cal. App. 4th 1419, 1431 (2010) (applying *Martinez* to claim for
21 violation of § 203); *Bullard v. Wastequip Mfg. Co. LLC*, No. CV 14-01309 MMM (SSx), 2015
22 WL 12766467, at *16 n.89 (C.D. Cal. Apr. 14, 2015) (same). The definition of employer "does
23 not impose liability on individual corporate agents acting within the scope of their agency."
24 *Martinez*, 49 Cal. 4th at 66. However, an individual's status as a shareholder and officer cannot
25 insulate him "from liability as a joint employer if his actions meet any one of the three definitions
26 set forth in *Martinez*." *Turman v. Superior Ct. of Orange Cty.*, 17 Cal. App. 5th 969, 986 (2017).

27 Dated: March 28, 2022


BETH LABSON FREEMAN
United States District Judge